

Resn 15-79

BLUE RIDGE SEWER IMPROVEMENT DISTRICT  
LEGAL SERVICES AGREEMENT

This agreement made this 13th day of January, 1979 between Blue Ridge Sewer Improvement District hereinafter referred to as "BRSID," and John G. Gliedge, Attorney at Law, of Scottsdale, Arizona, hereinafter referred to as "Attorney":

WHEREAS, BRSID is a County Improvement District, a municipal corporation in Navajo County, Arizona, under the provisions of A.R.S. § 11-701 et seq.; and

WHEREAS, the Attorney agrees to perform all legal services necessary to organize and incorporate said District under the provisions and statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of a sewage collection system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives as directed by the BRSID Board of Directors including, but not limited to, the following:

1. Preparation and filing of petition for incorporation, formation of Assessment Areas and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the BRSID to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advise and assistance to the governing body of the BRSID in connection with (a) the notice for and conduct of meetings; (b) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advise as may be needed in the issuance of such bonds as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan, grants or other aid from the state or federal governments; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments providing continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.

5. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
6. Cooperate with the engineer employed by BRSID in connection with the preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
7. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of the bond opinion or its underlying documents.
8. Prepare those documents necessary to facilitate the joint operation of the system with the Pinetop-Lakeside Sanitary District.

#### SECTION B - COMPENSATION

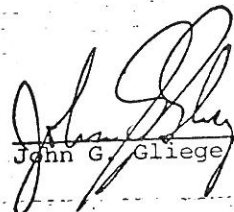
BRSID agrees to pay ATTORNEY, as full consideration for his performance of the foregoing professional services, fees as follows:

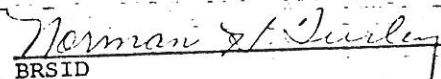
Payment to be at the rate of Fifty-Five Dollars (\$55.00) per hour for time expended by the Attorney in the performance of the foregoing obligations, together with Four Hundred Forty Dollars (\$440.00) per day (8 Hours) for Court trial days.

In addition, OWNER agrees to reimburse ATTORNEY for his out-of-pocket costs incurred in connection with his performance of the foregoing professional services, including, but not limited to, filing and recording fees, travel costs, the cost of motions and supplies, license fees, and charges for title reports. Said costs reimbursement to be made from time to time as billings are submitted in connection with regular work performed.

#### SECTION C - OTHER PROVISIONS

Termination. This agreement may be terminated by either party at any time without cause. In the event of such termination BRSID agrees to pay to the ATTORNEY all sums owing and due to date pursuant to Section B herein; and the ATTORNEY agrees to turn over all records and documents in his possession belonging to said District upon the receipt of the above described payment. In the event of termination, if the ATTORNEY is not paid in full within thirty days of termination the amount owing and due shall bear interest at 8% per annum.

  
John G. Gliege

  
BRSID